

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In re: <div style="text-align: center;">DAVID CAREY Debtor</div>	:	Chapter 13 Case No. 5:21-bk-01841-MJC
LA COMMERCIAL SERVICES, LLC <div style="text-align: center;">Movant</div> v. DAVID CAREY <div style="text-align: center;">Debtor</div>	:	

**MOTION OF LA COMMERCIAL SERVICES, LLC FOR
RELIEF FROM AUTOMATIC STAY**

Movant, LA Commercial Services, LLC, a secured creditor, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. On or about August 20, 2021, Debtor filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On October 26, 2010, Debtor executed and delivered a Promissory Note ("Note") and a Mortgage ("Mortgage") securing payment of the Note in the amount of \$100,000.00 to Movant, LA Commercial Services, LLC. A true and correct copy of the Note is attached hereto as Exhibit "A."

4. The Mortgage was recorded on November 2, 2010 in Instrument Number 201025763 of the Public Records of Monroe County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit "B."

5. The Mortgage was secured as a lien against the property located in Monroe County commonly known as 641 Cayuga Drive, Tobyhanna, PA 18466.

6. The loan was assigned to John Martines and LA Commercial High Yield Fund, LLC and said Assignment of Mortgage was recorded with the Monroe County County Recorder of Deeds on January 14, 2013 in Instrument Number 201301392.

7. The loan was then assigned to LA Commercial Services, LLC and said Assignment of Mortgage was recorded with the Monroe County County Recorder of Deeds on December 15, 2020 in Instrument Number 202031600. True and correct copies of the Assignments of Mortgage referenced in the preceding paragraph and this paragraph are collectively attached hereto as Exhibit "C".

8. Based upon the Debtor's Third Amended Chapter 13 Plan (Docket No. 39), the Debtor intends to cure Secured Creditor's pre-petition arrearages within the Plan but does not contemplate maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the Debtor's Third Amended Chapter 13 Plan is attached hereto as Exhibit "D."

9. Upon review of internal records, Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$840.62 for the months of February 2022 through April 2022. Debtor's Postpetition Payment History is attached hereto as Exhibit "E".

10. Thus, Debtor's post-petition arrearage totals the sum of \$2,521.86 through April 2022.

11. As of April 2022, the current unpaid principal balance due under the loan documents is approximately \$92,347.58.

12. As set forth herein, Debtors have defaulted on the secured obligation having failed to make all monthly post-petition installment payments due to Secured Creditor.

13. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d), to permit Secured Creditor to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, and to any such further relief as this Honorable Court deems just and appropriate.

Respectfully submitted,

NEWMAN WILLIAMS

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